



Robert E. Littlefield, Jr.  
Chief, United States Bankruptcy Judge

So Ordered.

Signed this 18 day of December, 2013.

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK

In re:	)	
<b>GARY BIVONA,</b>	)	
Debtor.	)	Case No. 13-11459
	)	
	)	Chapter 13
	)	

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**CONDITIONAL ORDER**

National Bank of Cocksackie, a Secured Creditor of the debtor having moved this Court for an Order terminating the automatic stay as to Secured Creditor's interest in the premises commonly known as 189 Ingalside Road, Greenville, New York 12083 of which the debtor and Elizabeth Bivona are the record owners and

This motion having been brought by the Secured Creditor and papers having been submitted by Lewis & Stanzione, attorneys for the Secured Creditor, being in support of this motion and the debtor, through his attorney, Jonathan Cohen, Esq., having appeared in opposition thereto, and the Chapter 13 Trustee having been heard, and the terms of this

conditional order having been negotiated by and between counsel for the debtor and counsel for the Secured Creditor and agreed to by the Chapter 13 Trustee, and due deliberation having been had

**NOW**, upon reading the Amended Notice of Motion and, the application of the secured creditor dated October 30, 2013 and all parties having agreed that the debtor is in default for three post-petition payments in the amount of \$1,066.00, each of which will be due during the cure period as well as the secured creditors attorneys fees in the amount of \$350.00 and costs in the amount of \$150.00 resulting in a total due in the sum of \$3,698.00 and it is further

**ORDERED**, that these arrears shall be paid as follows: six monthly payments of \$533.00 to be received by the 15<sup>th</sup> day of each such month commencing January 2014 shall be paid to the secured creditor with a final payment of \$500.00 payable July 15, 2014 in the amount of \$500.00 to Lewis & Stanzione, as attorneys for the Secured Creditor; and it is further

**ORDERED**, that the debtor shall pay all future monthly mortgage installments to the Secured Creditor as they become due commencing with the installment payable in January 2014, with a default being deemed to have occurred in the event that any monthly mortgage payment is not received within ten days of the date it is due and it is further

**ORDERED**, that should the debtor default in making any of the payments specified above, Secured Creditor shall, without further notice, serve ten day's written notice of the default on debtor and debtor's attorney and if the default is not cured within ten days, the Secured Creditor may apply to the Court for an ex-parte order granting relief from the automatic stay without providing any notice to the debtor and it is further

**ORDERED**, that movant shall immediately provide an accounting to the Trustee of any surplus monies realized.

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